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3 **RESOLUTION NO. 2018-23**
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5 A RESOLUTION OF THE VILLAGE COMMISSION
6 OF THE VILLAGE OF BISCAYNE PARK, FLORIDA;
7 AUTHORIZING THE VILLAGE MANAGER TO
8 EXECUTE THE ENGAGEMENT LETTER
9 AGREEMENT BETWEEN GRAYROBINSON, P.A.
10 AND THE VILLAGE OF BISCAYNE PARK FOR
11 PROFESSIONAL LEGAL SERVICES AND EXPEND
12 BUDGETED FUNDS; PROVIDING FOR AN
13 EFFECTIVE DATE.
14

15
16 WHEREAS, pursuant to Section 3.02 of the Village of Biscayne Park Charter, the
17 Village Commission shall appoint an attorney licensed to practice law in the State of Florida to
18 serve as the Village Attorney; and,
19

20 WHEREAS, the Village Commission publicly solicited and received proposals from
21 individuals and law firms to serve as the Village Attorney; and,
22

23 WHEREAS, the Village Commission interviewed several candidates for the position of
24 Village Attorney and has selected the law firm of GrayRobinson, P.A. to serve as the Village
25 Attorney.
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28 NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE
29 VILLAGE OF BISCAYNE PARK, FLORIDA:
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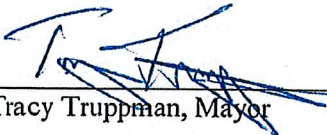
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32 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as
33 being true and correct and hereby made a specific part of this Resolution upon adoption hereof.
34

35 **Section 2.** The Village Commission of the Village of Biscayne Park hereby
36 approves the engagement letter between the law firm of GrayRobinson, P.A. and the Village of
37 Biscayne Park for Professional Legal Services substantially in the form attached as Exhibit 1
38 ("Engagement Letter"), and incorporated by reference into this Resolution. The Village
39 Commission authorizes the Village Manager to execute the Engagement Letter and expend
40 budgeted funds on behalf of the Village.
41

42 **Section 3.** This Resolution shall become effective upon adoption.
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44 PASSED AND ADOPTED this 30th day of July, 2018.
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46
47

The foregoing resolution upon being
put to a vote, the vote was as follows:



Tracy Truppman, Mayor

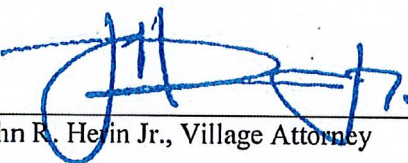
Mayor Truppman: Yes
Vice Mayor Tudor: Yes
Commissioner Bilt: Yes
Commissioner Johnson-Sardella: Yes
Commissioner Ross: Yes

Attest:



Roseann Prado, Village Clerk

Approved as to form:



John R. Herin Jr., Village Attorney

John R. Herin, Jr.
Attorney At Law
954-761-7500

JOHN.HERIN@GRAY-ROBINSON.COM

July 31, 2018

Hon. Mayor, Vice-Mayor and Commissioners
Village of Biscayne Park
Attn.: Krishan Manners, Village Manager
600 NE 114th Street
Biscayne Park, Florida 33161

Re: *Engagement & Fee Agreement with GrayRobinson, P.A. (the "Firm")*

Dear Mayor, Vice-Mayor and Commissioners:

We would like to thank you for selecting our Firm to serve as Village Attorney for the Village of Biscayne Park, Florida. We look forward to working with you in this capacity. At the initiation of each new matter, it is the policy of the Firm to expressly agree upon a fee arrangement for the work to be undertaken in such matter. This letter is intended to set forth our understanding as to the nature and scope of the legal services we have agreed to render for you, the amount of our fees for those services, the manner in which our fees for those services shall be determined and the terms upon which you will make payment. We have attached a copy of the Firm's Policy Regarding Fees and Expenses. All conditions in those documents are incorporated by reference as part of this engagement letter.

Terms of Engagement

You have engaged us to provide general legal services for the Village of Biscayne Park, Florida and to serve as the Village Attorney. In this matter, our fee for legal services will be calculated at the blended hourly rate of \$225.00 for all attorneys; and \$150.00 for paralegals. Subject to the approval of the Village Commission as part of its annual budget process, this hourly rate may increase 2% on the anniversary date of this agreement (rounded up to the nearest whole number). In accordance with the Village's Charter, the Village may terminate this engagement letter upon a vote of the majority of the Village Commission at a duly called public meeting. Furthermore, the Village Commission retains the discretion and power to select outside counsel to assist in any matter it deems necessary.

It is our practice to charge for actual time expended on your behalf, but no less than 2/10th of an hour for each activity. In the event two attorneys attend a Commission meeting for our convenience, the Village will not be double billed for their attendance. We will not bill the Village for routine phone calls or for travel time to and from the Village, and provide the services set forth in our proposal free of charge. Furthermore, in order to stay within the yearly fiscal budget adopted by the Village we will prepare and submit to the Village Manager a monthly report outlining the legal work we performed for the month in question, together with the reasonable fees and costs we incurred on behalf of the Village.

Village of Biscayne Park, Florida

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In addition, you will be billed monthly for the costs incurred in connection with our representation. Costs generally include filing services and fees, express delivery services, travel expenses, copying expenses, long distance telephone expenses, etc. Other than the items indicated, we will consult with the Village before incurring any costs that we believe are extraordinary. We are aware of and acknowledge that the Village desires to minimize its legal costs and fees. To that end we will make every effort to minimize any costs and fees incurred on behalf of the Village without compromising the quality of the services we render on behalf of the Village, or successful outcome of any particular matter. Our invoices will be submitted to you on a monthly basis, and each invoice is due and payable upon receipt. We are entitled to collect from you any expenses, costs, and attorneys' fees, including appeal, for collection of unpaid balances.

Because of the relatively large size of our Firm and our representation of many other clients, it is possible that there may arise in the future a dispute between another client and you. Our acceptance of the current representation of you will preclude us from accepting future representations adverse to you, which involve matters substantially related to the work we perform in the course of this engagement. However, as a condition to our undertaking the representation described in this letter, the Village and Firm agree that our acceptance of this engagement shall not preclude us from representing other clients in the future who may have interests adverse to you, with respect to matters not substantially related to the particular matters for which you have engaged our services. If required by applicable Florida Bar Rule(s) we will obtain a written waiver from the Village.

If the foregoing correctly describes the Village's understanding regarding our representation and our fee arrangement, please have the Mayor sign a copy of the Legal Services Agreement and this letter in the space provided below to evidence the Village's consent and approval and return to us. We are pleased to represent the Village of Biscayne Park, Florida, appreciate the confidence in our Firm, and will ensure that the performance of our services will be provided in a prompt, cost effective and efficient manner. We encourage every Commissioner to communicate with us at any time you have questions on the status or progress of the work we are performing for the Village. Thank you again.

Sincerely,

John R. Herin, Jr.

JRH:mdb

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Village of Biscayne Park, Florida
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ACKNOWLEDGMENT AND AGREEMENT

On behalf of the Village of Biscayne Park, Florida, the undersigned has read this engagement letter and the enclosed policy regarding fees and expenses and agrees to the terms set forth in this engagement letter and the enclosed policy.

Dated this 30 day of JULY, 2018.

VILLAGE OF BISCAYNE PARK, FLORIDA

By: 

Tracy Truppmann, Mayor

Village of Biscayne Park, Florida

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POLICY REGARDING FEES AND EXPENSES

FEES:

Quality legal services and good results require ability and effort. These are our "stock in trade." Generally, our fees are based on our skill, the time expended, and the responsibility involved. While our fee in most cases will be based mainly on the time devoted to the matter and the professional skill involved, the Supreme Court of Florida has ruled that where a favorable result has been obtained for a client, a reasonable attorney's fee may include consideration of that favorable result and may result in a fee greater than one based solely on a normal hourly rate. We will charge such a fee where we believe it is justified and in accordance with the Supreme Court's guidelines. Those guidelines involve factors other than the amount of time required, such as the uniqueness and complexity of the questions involved, the skill required to provide proper legal representation, familiarity with the specific area of law involved, the preclusion of other engagements caused by acceptance of this engagement, the magnitude of the matter, the results achieved, customary fees for similar legal services, and the nature and length of our relationship. All these factors have a significant bearing on the reasonable value of the services performed.

EXPENSES:

You will be charged a reasonable rate for computerized document production, postage, reproduction, telecopies, couriers, express mail, long-distance telephone, travel costs and other costs. We may also use computerized research services to assist in handling your matters. This service will be used when we believe that it will save you money to do so. Expenses incurred or advanced on your behalf will be itemized on the statement.

BILLING:

You will be billed monthly. In the event you should disagree with or question any amount due under an invoice, you agree to communicate such disagreement to us, in writing, within thirty (30) days of the invoice date. Any disagreement you may have with a bill that is not communicated to us within that period shall be deemed waived.

COMMENCEMENT OF REPRESENTATION:

Our representation will commence August 1, 2018.

WITHDRAWAL FROM REPRESENTATION:

We reserve the right to withdraw as your counsel in the event you fail to honor your agreement with respect to our legal fees or for any just reason as permitted or required under the Florida Code of Professional Responsibility or as permitted by the rules of courts of the State of Florida. Conversely, the Village may terminate the Firm's services at any time with or without cause in accordance with the Village Charter. In the event of our termination or withdrawal, you will promptly pay for all services rendered by us prior to the date of withdrawal. Upon termination or withdrawal, we agree to take all

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necessary steps and sign all papers and documents (if needed) to accomplish a smooth transition with the successor Village Attorney.

FILE RETENTION:

Upon termination or withdrawal, under applicable state law and Florida Bar Rule(s) we are obligated to turn over to the Village correspondence, documents and papers of the Village, and agree to do so as set forth above. To the extent we maintain any copies you should be aware of our file retention policy. Once we conclude the transfer all correspondence, documents and papers to the Village, our file will be officially closed. Once the file is closed, it may be sent to off-site storage, and there may be costs associated with retrieval of information from the file. We retain stored and closed files for a period of ten (10) years after which time they may be destroyed.

PRIVACY POLICY

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their clients of their policies regarding privacy of client information. Attorneys have been, and continue to be, bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy and do not take lightly the confidence you place in us.

In the course of providing our clients with financial and tax planning and preparation services, employment counseling, bankruptcy activities, certain real estate services, and other certain financial services, we receive significant personal financial information about you either from you or with your authorization. If you are a current or former client of Gray Robinson, P.A. you should know that all information that we receive about you is held in extreme confidence, and is not released to any person or entity outside of this law firm, except as agreed upon by you, or as required under applicable law.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your non-public personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

Please call if you have any questions regarding this matter. Your privacy, our professional ethics, and the ability to provide you with quality legal services are very important to us.

Miami

333 SE 2nd St., Suite 3200
Miami, FL 33131
(305) 416-6880

Ft. Lauderdale

401 East Las Olas Blvd., Suite 1000
Ft. Lauderdale, FL 33301
(954) 761-8111

Jacksonville

50 North Laura Street, Suite 1100
Jacksonville, FL 32202
(904) 598-9929

Key West

221 Simonton St.
Key West, FL 33040
(305) 294-0252

Lakeland

One Lake Morton Drive
Lakeland, FL 33801
(863) 284-2200

Melbourne

1795 W. Nasa Blvd.
Melbourne, FL 32901
(321) 727-8100

GRAY ROBINSON
PROFESSIONAL ASSOCIATION

Village of Biscayne Park, Florida

July 31, 2018

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Naples

3838 Tamiami Trail North
Suite 410
Naples, FL 34103
(239) 598-3601

Tampa

401 E. Jackson St., Suite 2700
Tampa, FL 33602
(813) 273-5000

Fort Myers

1401 Dean St., Suite 300
Fort Myers, FL 33901
(239) 340-7979

Orlando

301 East Pine Street, Suite 1400
Orlando, FL 32801
(407) 843-8880

Boca Raton

225 NE Mizner Blvd., Suite 500
Boca Raton, FL 33432
(561) 368-3808

Gainesville

720 SW 2nd Ave., Suite 106
Gainesville, FL 32601
(352) 376-6400

Tallahassee

301 South Bronough Street, Suite 600
Tallahassee, FL 32301
(850) 577-9090

West Palm Beach

515 N. Flagler Dr., Suite 1425
West Palm Beach, FL 33401
(561) 268-5727